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RAUL NUNEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

RAUL NUNEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TK SERVICES, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No.: BC682512

*[Assigned for All Purposes to Hon. Kenneth
R. Freeman, SSC-14]*

**DECLARATION OF JARROD SALINAS
ON BEHALF OF PHOENIX
SETTLEMENT ADMINISTRATORS
WITH RESPECT TO OPT OUTS AND
OBJECTIONS RECEIVED**

Date: July 19, 2022
Time: 11:30 a.m.
Dept.: SSC-14

Complaint Filed: November 6, 2017
Trial Date: None Set

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I, JARROD SALINAS, declare as follows:

1. I am employed by Phoenix Settlement Administrators (“PSA”), the court appointed class action settlement administrator, as Case Manager for *Raul Nunez v. TK Services, Inc.* and have personal knowledge of the facts set forth in this Declaration, and if called as a witness, could and would testify competently thereto.

2. PSA has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance and consumer issues. PSA specializes in pre-settlement consultation, data management, legal notification, call center support, settlement processing and tax reporting.

3. PSA was selected by the Parties and approved by the Court to provide notice of the settlement and processing services in this action. In this capacity, PSA was charged with: a) preparing, translating, printing and providing to Settlement Class members the *Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual Settlement Award*, hereinafter referred to as “Notice Packet”; b) processing undeliverable mail and locating updated addresses for Settlement Class members; c) establishing a toll-free number to assist and address any questions from members of the settlement class; d) receiving and reporting any Requests for Exclusion and Objections submitted by Settlement Class members; e) administering disputes by Settlement Class members; f) providing weekly reports to the Parties; g) establishing and administering a qualified settlement fund to disburse all settlement payments; h) calculating Individual Settlement Payments for each Settlement Class member; i) issuing and distributing Class Counsel’s fees and costs, the Named Plaintiff’s Service Award, the LWDA payment and Settlement Payments to Settlement Class members; j) calculating and remitting all amounts due to the appropriate federal, state, and local tax authorities; k) receiving and reviewing other communications about the Settlement; l) filing any required reports with the Court; and m) performing any additional tasks requested by the Parties.

1 4. PSA received the Court-approved text for the Notice Packet from Plaintiff's
2 Counsel on June 15, 2021

3 5. PSA prepared a draft of the mailing to the Settlement Class members. The mailing
4 consisted of a 5 page Notice Packet in English and 6 page Notice Packet in Spanish. Attached
5 hereto as **Exhibit A** is a true and correct copy of the Notice Packet that was mailed to Settlement
6 Class members. PSA received approval from the Parties and a sufficient number of each were
7 printed according to the anticipated class size.

8 6. On July 2, 2021, PSA received data files from Defense Counsel containing the
9 names, last known addresses, phone numbers, social security numbers, positions held, the number
10 of workweeks worked (or information allowing the Settlement Administrator to calculate same)
11 as a non-exempt employee by each Settlement Class member while employed during the Class
12 Period and PAGA Period.

13 7. On July 7, 2021, PSA conducted a National Change of Address ("NCOA") search
14 in an attempt to update the class list of addresses as accurately as possible, for all Settlement Class
15 members. A search of this database provided updated addresses for any individual who had
16 moved in the previous 4 years and notified the U.S. Postal Service of their change of address.

17 8. The Notice Packets were enclosed in envelopes with the names and last known
18 addresses printed on them. On July 16, 2021, the Notice Packets were mailed by U.S. first class
19 mail to 431 Settlement Class members. The deadline to submit disputes, requests for exclusion
20 or objections was September 14, 2021.

21 9. After the opt-out period had expired, Defendant became aware of the inadvertent
22 exclusion of 24 additional Settlement Class Members who should have been sent Notice Packets
23 with but did not. Therefore, on March 9, 2022, the Court-approved revised Notice Packets were
24 mailed to the entire settlement class of 455, who had until May 9, 2022, to submit disputes,
25 objections, and/or requests for exclusion.

26 10. As of the date of this declaration, 31 of the revised Notice Packets were returned
27 to our office by the Post Office, none of which had a forwarding address. PSA performed a Skip
28

Trace on all returned mail with no forwarding address in an attempt to locate a better address using TransUnion TLOxp, one of the most comprehensive databases available. It utilizes hundreds of different databases supplied by credit reporting agencies, public records and a variety of other national databases.

11. As of the date of this declaration, 2 of the Settlement Class members contacted Phoenix requesting another Notice Packet to be mailed to them.

12. As of the date of this declaration, 28 Notice Packets were re-mailed during the response period as a result of locating a better address after Skip Trace.

13. As of the date of this declaration, there are 15 undeliverable Notice Packets as no forwarding address was provided and no new address was obtained through skip trace.

14. As of the date of this declaration, PSA has received zero requests for exclusion. Therefore, as of the date of this declaration, the participation rate amongst the Settlement Class members is 100%.

15. As of the date of this declaration, there are no outstanding disputes. Nor were any disputes submitted from Settlement Class members.

16. As of the date of this declaration, PSA has not received any objections to the Settlement.

17. Pursuant to the terms of the Settlement Agreement, Settlement Class members will receive a portion of the Net Settlement Amount based on the number of workweeks Settlement Class members were employed during the Class Period. As of the date of this declaration, the estimated Net Settlement Amount available to the Settlement Class members is as follows:

Gross Settlement Amount (“GSA”):	\$1,750,000.00
Minus Court-approved attorneys’ fees (1/3 of GSA):	\$583,333.33
Minus Court-approved, verified costs:	\$35,580.76
Minus Court-approved Class Representative Service Award:	\$7,500.00
Minus Settlement Administration Costs:	\$10,000.00
Minus PAGA Payment to LWDA:	\$37,500.00
Net Settlement Amount (“NSA”):	\$1,076,085.91

18. Additionally, \$12,500 of the Gross Settlement Amount has been designated as the “PAGA Amount” which shall be distributed to the Settlement Class members who worked during the time period of November 6, 2016, through June 22, 2021. There are 33,257.60 weeks worked during the time period November 6, 2016, through June 22, 2021, and the average PAGA Payment to these individuals is \$34.25.

19. Pursuant to the terms of the Settlement Agreement, Defendant will pay the employer's share of payroll taxes separately from, and in addition to the Gross Settlement Amount.

20. As of the date of this declaration, the estimated average settlement payment to each Settlement Class member is \$2,370.23. The estimated median settlement payment to Settlement Class members is \$1,478.35. The lowest estimated settlement payment is \$12.87, and the highest estimated settlement payment is \$7,845.18, without applicable taxes, withholdings, and employee garnishments.

21. PSA will charge a total of \$10,000.00 in costs associated with the administration of the Settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the Settlement.

I declare under penalty of perjury under the laws of the United States and state of California that the foregoing is true and correct.

Executed on May 20, 2022 at Orange, California.

Jarrood Salinas
Jarrod Salinas

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

RAUL NUNEZ,

Plaintiff,

vs.

TK SERVICES, INC., a California corporation; and
Does 1 through 100,

Defendants.

Case No. BC682512

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt, hourly employees of Defendant TK Services, Inc. who worked for Defendant in California at any time from November 6, 2013 through June 22, 2021. Collectively, these employees will be referred to as "Settlement Class members."

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Did I receive this notice already?

You may or may not have received a notice that was mailed on July 16, 2021 regarding the settlement in this case. After the initial mailing, it was discovered that some employees were inadvertently excluded from the mailing and a new notice needed to be sent to the entire Settlement Class.

Therefore, if you **have not** received notice before you should read this. The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

If you have **previously received** notice, you should read this notice as your estimated settlement payment may have increased, decreased, or remains the same. You are also being given another opportunity to decide whether you would like to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Raul Nunez v. TK Services, Inc., et al.*, Case No. BC682512 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant's records show that you were employed by TK Services, Inc. ("TK Services" or "Defendant") as a non-exempt employee in California between November 6, 2013, and June 22, 2021. For purposes of this Settlement Agreement, the "Class Period" shall mean the time period of November 6, 2013 through June 22, 2021.

The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

What is this case about?

Plaintiff Raul Nunez ("Plaintiff") brought this Lawsuit against Defendant, seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Defendant in California at any time beginning November 6, 2013. Plaintiff is known as the "Class Representative," and his attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

The Lawsuit alleges that TK Services failed to provide Settlement Class members all minimum, overtime, and/or agreed-upon wages, failed to provide all legally required meal periods, and failed to authorize and permit all legally required rest periods. As a result of the foregoing alleged violations, Plaintiff also alleges that TK Services failed to provide accurate, itemized wage statements, failed to pay all wages upon termination of employment, engaged in unfair business practices and is liable for civil penalties under the California Labor Code Private Attorney General Act ("PAGA").

TK Services denies that it has done anything wrong. TK Services further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of TK Services, which expressly denies all liability.